



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Wong et al.

Assignee: Maxtor Corporation

Title: MAGNETIC RECORDING MEDIA HAVING ADJUSTABLE  
COERCIVITY USING MULTIPLE MAGNETIC LAYERS AND  
METHOD OF MAKING SAME

Serial No.: 09/584,764 Filed: May 30, 2000

Examiner: Unknown Group Art Unit: 2752

Atty. Docket No.: MM0011

RECEIVED  
OCT 22 2001  
Technology Center 2600

ASSISTANT COMMISSIONER FOR PATENTS  
Washington, D.C. 20231

**STATEMENT UNDER 37 C.F.R. § 3.73(b)  
ESTABLISHING RIGHT OF ASSIGNEE TO TAKE ACTION**

Maxtor Corporation is the assignee of the entire interest in the above-identified application by virtue of (1) an Assignment from the inventors of the above-identified application to Hyundai Electronics America, (2) a Certificate of Amendment of Articles of Incorporation in which Hyundai Electronics America changed its name to Hynix Semiconductor America Inc., (3) a Bill of Sale from Hynix Semiconductor America Inc. to MMC Technology, Inc., and (4) a Patent Assignment from MMC Technology, Inc. to Maxtor Corporation.

The Assignment was recorded in the Patent and Trademark Office at Reel 010855, Frame 0637.

Copies of the Certificate of Amendment of Articles of Incorporation, Bill of Sale and Patent Assignment are attached hereto.

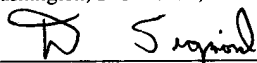
The assignee seeks to take action in the Patent and Trademark Office in this matter . The undersigned is empowered to sign this Statement on behalf of the assignee.

By: 

Glenn H. Stevens  
General Counsel  
Maxtor Corporation

Date: October 1, 2001

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231, on October 1, 2001.



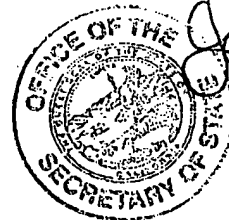
David M. Sigmund  
Attorney for Applicant

10 / 1 / 01

Date of Signature



# State of California



## SECRETARY OF STATE

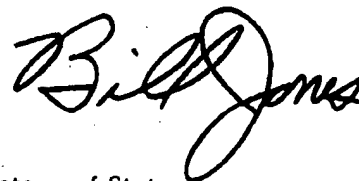
I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

APR 19 2001



Secretary of State

A0563430

**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California

APR 12 2001

BILL JONES, Secretary of State

**CERTIFICATE OF AMENDMENT  
OF  
ARTICLES OF INCORPORATION**

The undersigned certifies that:

1. They are the Vice President and Secretary, respectively, of Hyundai Electronics America, a California Corporation.

2. Article I of the Articles of Incorporation of this Corporation is amended to read in its entirety as follows:

The name of this Corporation is HYNIX SEMICONDUCTOR AMERICA INC.

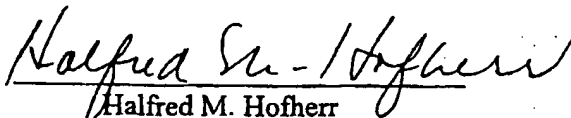
3. This Amendment has been approved by the Board of Directors.

4. This Amendment has been approved by the required vote of Shareholders in accordance with Sections 902 and 152 of the Corporations Code. The total number of shares of Common Stock entitled to vote is 565,603, and the total number of shares of Class M Common Stock entitled to vote is 1,419,267. The number of shares of each of the two classes voting in favor of the Amendment equaled or exceeded the vote required with each of the two classes voting greater than a fifty (50%) percent majority of their respective shares as required of each class entitled to vote to approve the Amendment.

5. No change in classes or number of authorized shares of any class has been made by this Amendment.

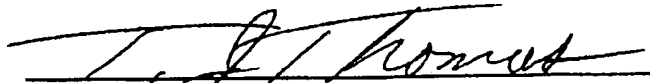
I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct to the best of my own knowledge.

Date: April 12, 2001

  
Halfred M. Hofherr  
Secretary

**Signature page 2;**

**Certificate of Amendment of Articles  
of Incorporation of Hyundai Electronics  
America.**

A handwritten signature in dark ink, appearing to read "T. J. Thomas", is written over a horizontal line.

**Thomas J. Thomas**

**Vice President and Chief Financial Officer**



## **Bill of Sale**

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, MMC Technology, Inc., a California corporation ("Target"), Hynix Semiconductor America Inc., a California corporation and the sole shareholder of Target ("Shareholder"), and Maxtor Corporation, a Delaware corporation ("Acquiror"), are parties to a certain Agreement and Plan of Reorganization dated as of August 17, 2001 (the "Agreement");

NOW, THEREFORE, pursuant to the provisions of the Agreement and for good and valuable consideration paid to Shareholder, the receipt of which is hereby acknowledged, Shareholder hereby:

(a) grants, sells, sets over, bargains, conveys, assigns, transfers, and delivers to Target, its successors and assigns, effective as of the date hereof, all right, title and interest of Shareholder in, to and under any and all (1) Intellectual Property of Shareholder which is currently used or has been used solely and exclusively in Target's business or (2) Intellectual Property of Shareholder conceived or reduced to practice by employees or contractors of Target which is currently used or has been used solely and exclusively in Target's business (the "Assigned Intellectual Property"), including, but not limited to, the patents and patent applications specified in Exhibit A (the "Assigned Patents"); and

(b) grants a non-terminable, non-exclusive, non-sublicensable, royalty-free, perpetual, worldwide license (the "License") to use in Target's business any and all Intellectual Property that is not Assigned Intellectual Property which is owned by Shareholder and which has been substantially used in Target's business within one year prior to the Effective Time or is currently substantially used in Target's business (the "Licensed Intellectual Property"). Target may only assign or otherwise transfer the License to an acquiror of Target in connection with a merger, acquisition or a sale to such acquiror of all or substantially all of the assets of Target; provided, however, that if any acquiror is a competitor of Hynix Semiconductor Inc. or any of its subsidiaries, the assignment of the License shall require the prior written consent of Shareholder. Any assignment or purported assignment inconsistent with this paragraph, without Shareholder's prior written consent, shall be null and void.

TO HAVE AND TO HOLD the same forever unto Target, its successors and assigns.

The Licensed Intellectual Property is provided to Target on a confidential basis and incorporates trade secrets. Target agrees to keep the Licensed Intellectual Property confidential, and not to disclose it to any other person or entity, except such disclosure or access shall be permitted to employees, consultants or independent contractors requiring access to the Licensed Intellectual Property in the course of their employment or services, provided that prior to such disclosure or access, such persons are bound by written a confidentiality agreement with terms no less stringent than those set forth herein. Target, however, is not restricted with respect to information or data identical or similar to that contained in the Licensed Intellectual Property, but which (i) is or becomes publicly available through no fault of Target; (ii) is or becomes

rightfully available to Target by a third party without restrictions on use or disclosure; (iii) is subsequently independently developed by Target without reference to the Licensed Intellectual Property; or (iv) Target is required by law to disclose.

This Bill of Sale shall not be construed as creating warranties in addition to those set forth in the Agreement. This Bill of Sale shall be governed by the laws of the State of California, without giving effect to such state's conflict of laws principles.

Capitalized terms not defined herein shall have the meaning defined in the Agreement.

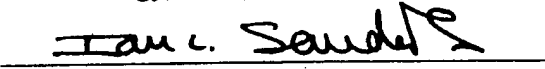
IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale as of the 2<sup>nd</sup> day of September, 2001.

Hynix Semiconductor America, Inc. ("Shareholder")

By: 

Title: \_\_\_\_\_

MMC Technology, Inc. ("Target")

By: 

Title: C.T.O.

## Exhibit A

"Assigned Patents" shall mean the following:

- (i) US Patent 6,168,831. Apparatus for differential zone lubrication of magnetic recording media and related methods;
- (ii) US Patent 6,146,736. Magnetic disk landing zone and method for making;
- (iii) US Patent 6,095,160. In-situ magnetron assisted DC plasma etching apparatus and method for cleaning magnetic recording disks;
- (iv) US patent application 09/250,427. Magnetic recording medium with improved performance properties and method;
- (v) US patent application 09/318,905. Carbon nitride overcoat layer & method for forming;
- (vi) US patent application 09/408,153. Magnetic recording medium underlayer and method for obtaining a desired lattice parameter therefor;
- (vii) US patent application 09/470,905. Method of mixing an additive with a solvent for lubrication of magnetic recording media;
- (viii) US patent application 09/576,581. Magnetic Recording Medium, Precursor and method;
- (ix) US patent application 09/584,764. Magnetic recording media having adjustable coercivity using multiple magnetic layers and method of making same;
- (x) US patent application 09/584,754. Magnetic recording media having improved magnetic and parametric performance with chromium alloy underlayer having added aluminum;
- (xi) US patent application 09/583,317. Magnetic recording media having a layered structure for perpendicular magnetization of a recording layer;
- (xii) US patent application 09/584,765. Magnetic recording medium having ternary or quaternary alloy seed layer; and
- (xiii) all foreign patents and patent applications based on any or all of the foregoing.



STATE OF California )  
COUNTY OF Santa Clara ) ss.

On Aug 28, 01 before me, C. M. Grondahl  
Notary Public, personally appeared Thomas J. Thomas

\_\_\_\_\_ personally known to me

or

X proved to me on the basis of satisfactory evidence

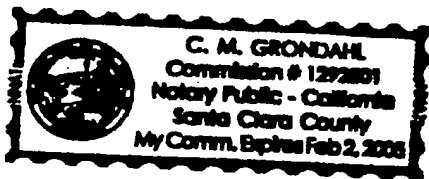
to be the person X whose name X is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature X on the instrument the person X, or the entity upon behalf of which the person X acted, executed the instrument.

WITNESS my hand and official seal

C. M. Grondahl

SIGNATURE OF NOTARY PUBLIC

(SEAL)



## PATENT ASSIGNMENT

**WHEREAS**, this patent assignment dated as of September 2, 2001 (the "Patent Assignment") is made by and between MMC Technology, Inc., a California corporation, with offices located at 2001 Fortune Drive, San Jose, California 95131 ("Assignor"), and Maxtor Corporation, a Delaware corporation, with offices located at 500 McCarthy Blvd., Milpitas, California 95035 ("Assignee"); and

**WHEREAS**, Assignor and Assignee are parties to a certain Agreement and Plan of Reorganization dated as of August 17, 2001;

**WHEREAS**, Assignor holds all right, title and interest in and to the letters patent, registered designs, registered utility models and the applications therefor listed and described on Schedule A attached hereto, including without limit any reissues, divisionals, continuations, continuations in part, extensions, reexaminations or foreign counterparts thereof (the "Assigned Patent Properties").

**NOW, THEREFOR**, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, throughout the world and in perpetuity, its entire right, title and interest to the Assigned Patent Properties and the right to sue for and recover damages for any past, present or future infringement of the Assigned Patent Properties;
2. Assignor agrees to execute any further papers and to do such other acts, at Assignee's expense, as may be necessary and proper to vest full title in and to the Assigned Patent Properties in the Assignee;
3. Assignor authorizes Assignee to file patent applications in any or all countries or groups of countries on any or all of Assigned Patent Properties in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention, the Paris Convention or any other relevant convention or treaty or otherwise;
4. Assignor authorizes and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Patent Properties to Assignee, as assignee of the entire right, title and interest therein, or otherwise as Assignee may direct;

5. The terms and covenants of this Patent Assignment shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor and its successors and assigns.

IN WITNESS WHEREOF, this Patent Assignment is executed at San Jose, California, as of this 26<sup>th</sup> day of September, 2001.

MMC TECHNOLOGY, INC.

By: Ian L. Sanders

Name: Ian L. Sanders

Title: PRESIDENT

**ACKNOWLEDGMENT**

State of California                     )  
  ) ss:  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me, the undersigned, personally appeared Ian L. Sanders, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the corporation named herein, and acknowledged that he executed it in such representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires on \_\_\_\_\_

## SCHEDULE A

### ASSIGNED PATENT PROPERTIES

- (i) US Patent 6,168,831. Apparatus for differential zone lubrication of magnetic recording media and related methods;
- (ii) US Patent 6,146,736. Magnetic disk landing zone and method for making;
- (iii) US Patent 6,095,160. In-situ magnetron assisted DC plasma etching apparatus and method for cleaning magnetic recording disks;
- (iv) US patent application 09/250,427. Magnetic recording medium with improved performance properties and method;
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- (ix) US patent application 09/584,764. Magnetic recording media having adjustable coercivity using multiple magnetic layers and method of making same;
- (x) US patent application 09/584,754. Magnetic recording media having improved magnetic and parametric performance with chromium alloy underlayer having added aluminum;
- (xi) US patent application 09/583,317. Magnetic recording media having a layered structure for perpendicular magnetization of a recording layer;
- (xii) US patent application 09/584,765. Magnetic recording medium having ternary or quaternary alloy seed layer; and
- (xiii) all foreign patents and patent applications based on any or all of the foregoing.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Clara

} ss.

On Sept. 26, 2001, before me,

Date

Mary J. England

Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared

Ian Lewis Sanders

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

M J England  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document:

Patent Assignment

Document Date:

Sept 26, 2001

Number of Pages:

three

Signer(s) Other Than Named Above:

none

### Capacity(ies) Claimed by Signer

Signer's Name:

Ian Lewis Sanders

☐ Individual

☒ Corporate Officer — Title(s):

President

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

MMC Technology, Inc.

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

